

# ATTACHMENT 58

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION  
CASE NO.: 3:21-cv-03825-VC

IN RE: DA VINCI SURGICAL ROBOT  
ANTITRUST LITIGATION,

-----/

DEPOSITION OF: SANDRA SOSA-GUERRERO  
DATE: Friday, September 23, 2022  
TIME: 9:00 a.m. - 4:54 p.m.

PLACE: BUCKNER + MILES  
2020 Salzedo Street  
Suite 302  
Coral Gables, Florida 33134

STENOGRAPHICALLY  
REPORTED BY: VANESSA OBAS, RPR

1 the Larkin School of Nursing, am I right that you were  
2 the chief executive officer of the Larkin Community  
3 Hospital?

4 A. Yes.

5 Q. And you had been in that role for -- since  
6 2010?

7 A. Yes.

8 Q. And so is it -- is it true that the two  
9 complaints you just mentioned were filed at a time when  
10 you were the CEO of Larkin?

11 A. Yes.

12 Q. Okay. If I use the word "Larkin" today, can we  
13 agree that I'm talking about the hospital?

14 A. Absolutely. Okay.

15 Q. And I understand that -- when you were the CEO  
16 of Larkin, did it have two different hospital campuses?

17 A. At one point, it did.

18 Q. Okay. What point are you thinking of?

19 A. I believe it was -- we purchased -- I don't  
20 remember, but I think it was 2016 that we acquired Palm  
21 Springs.

22 Q. Okay. Prior to purchasing Palm Springs in  
23 around 2016, did Larkin have only one hospital campus?

24 A. Yes.

25 Q. And where was that?

1           A.     It's 7031 Southwest 62nd Avenue, South Miami,  
2     Florida 33143.

3           Q.     Okay. And then after Larkin purchased Palm  
4     Springs, it continued to have the South Florida -- South  
5     Miami campus you just mentioned?

6           A.     Yes.

7           Q.     Okay. You also said to prepare for today, you  
8     met with your attorneys. Are you talking about  
9     Mr. Corrigan and Mr. Love?

10          A.     I am.

11          Q.     Okay. Was anyone else involved in that  
12     meeting?

13          A.     Yes. There was someone on the phone, but I  
14     don't remember his name.

15          Q.     Was -- well, let me -- I'll ask you a question.

16          A.     Okay.

17          Q.     I'll help you with questions.

18          A.     Okay. Help me with questions.

19          Q.     The person -- was there one person on the  
20     phone?

21          A.     Yes.

22          Q.     Did you understand that person to be an  
23     attorney?

24          A.     Yes.

25          Q.     And was that person an attorney with -- with a

1 Q. And do you see a list they price for each of  
2 the two surgical systems?

3 A. Yes.

4 Q. And do you see that each one, there was a  
5 discount listed; correct?

6 A. Yes.

7 Q. So the discount on the da Vinci Si-R was  
8 \$323,500; correct?

9 A. Yes.

10 Q. And the discount on the Xi was 150,000;  
11 correct?

12 A. Yes.

13 Q. And the total discounts that -- that Intuitive  
14 was offering was \$473,500; correct?

15 A. Yes.

16 Q. Did you understand at the time that da Vinci --  
17 that Larkin leased the two robotic surgical systems from  
18 Intuitive that the lease was -- that Intuitive had  
19 offered discounts to Larkin?

20 A. Everybody uses -- gives us discounts. This is  
21 normal and standard in the community.

22 Q. Did you -- do you have a recollection of asking  
23 Intuitive for more discounts than what's listed here?

24 A. I'm sure that people that negotiated this asked  
25 for the most, because they're very aggressive, but

1 Jorge Isaac to you and Mark Early; correct?

2 A. Yes.

3 Q. And you write, "Sandy, see notes below for  
4 lease equipment -- lease of equipment pending review of  
5 licensing agreement, will follow later. Da Vinci lease  
6 equipment."

7 Did you see that?

8 A. Yes.

9 Q. And then, am I right, below that Mr. Isaac  
10 provides some comments on the lease that was under  
11 review from Intuitive; correct?

12 A. Yes.

13 Q. And if you look at the next page, you'll see  
14 that you actually made the request to him.

15 You say, "Jorge, I need for you to look over  
16 these documents for legality. See below."

17 Did you see that?

18 A. Yes.

19 Q. And at this time, Mr. Isaac was an outside --  
20 was at a law firm?

21 A. Yes.

22 Q. It was a law firm that Larkin used for legal  
23 services?

24 A. Yes.

25 Q. And was Mr. Isaac one of the regular attorneys

1 that you-all used?

2 A. Yes.

3 Q. And so your goal was to get his review of the  
4 lease; correct?

5 A. Yes.

6 Q. And he provided various comments; correct?

7 A. Yes.

8 Q. And do you know whether any of these comments,  
9 any of these proposed changes were made in the lease?

10 A. I'm not sure if they were made.

11 Q. Okay. Did you personally have any comments on  
12 the lease?

13 A. No. I don't know enough to -- to -- to get  
14 involved with leases. I usually give it to the lawyers  
15 for legality. I give it to Mark for the numbers. And  
16 then I give it to the operators for the operators -- I  
17 mean, they give me information, but --

18 Q. Right.

19 Did you ask Mr. Early to review the numbers  
20 around the lease and the -- the lease for the surgical  
21 robotic systems?

22 A. Yes.

23 Q. Do you recall what, if anything, he told you  
24 about the numbers that he was seeing?

25 A. Accountants don't like to buy anything. So he

1 told me, "Don't buy this."

2 So I said, "If I want to service, I have to buy  
3 it." So that's usually how our conversations went.

4 Q. Okay. Do you have a recollection of that  
5 conversation around the robots?

6 A. Yes.

7 Q. Okay. And did he provide any specific comments  
8 about the numbers -- after you told him that wasn't  
9 going to happen, that you were -- would need to provide  
10 this service, did he then provide any specifics around  
11 the numbers?

12 A. He looked at them but didn't say anything to  
13 discourage me from signing it. And I -- if I believe  
14 correctly, he signed this contract. I don't know if I  
15 signed this contract.

16 Q. If you just wait around long enough, you'll  
17 find out. I promise.

18 A. Yeah. Yeah. I don't remember.

19 Q. You can put that one aside.

20 A. Lots of e-mails. That's why I don't really  
21 like e-mails.

22 (Defendant's Exhibit Number 29,  
23 LARKIN-00009238-00009243, was marked for  
24 Identification.)

25



1 BY MR. LAZEROW:

2 Q. I've now handed you what's been marked for  
3 identification purposes as Defendant's Exhibit 29. It's  
4 Bates-labeled Larkin 9238 through 9243.

5 If you look at the very top of the first page,  
6 you'll see there's an e-mail from Jody at Intuitive  
7 Surgical to yourself and others dated June 2nd, 2017.

8 Do you see that?

9 A. Yes.

10 Q. Okay. And this is an e-mail you received from  
11 someone at Intuitive Surgical on June 2nd, 2017, with  
12 the subject "da Vinci follow-up Larkin"; correct?

13 Is that correct?

14 A. Yes.

15 Q. Okay. If you go to the second page, you'll see  
16 an e-mail -- it's on the second page, not the back page.

17 A. Okay.

18 Q. There you go.

19 Do you see an e-mail from yourself right in the  
20 middle, May 21st, 2017, at 4:32 p.m.?

21 A. Yes.

22 Q. And this is -- should look familiar. It says  
23 "See below from our attorney"?

24 A. Where's the note?

25 Q. And then that's the notes in the lease. Do you

1 see that?

2 A. Yes.

3 Q. Okay. And then you'll -- if you go up in time,  
4 you'll see the person from Intuitive writes:

5 "Afternoon, Jorge.

6 "Thanks for sending over the lease agreement  
7 redlines.

8 "Would you be able to get me the redlines of  
9 the use licensing agreement TNCs today?"

10 Do you see that?

11 A. Yes.

12 Q. Okay. And then if you go here -- go to the  
13 next e-mail in time, other way -- this way, towards the  
14 first page.

15 A. Towards the first page?

16 Q. Yeah.

17 A. Okay.

18 Q. There's an e-mail you'll see from Jorge Isaac  
19 at 2:30 p.m. on June 2nd, 2017, to Intuitive, copying  
20 yourself.

21 Do you see that?

22 A. Yes, uh-huh.

23 Q. And he writes, "No redline in the licensing  
24 agreement from my end."

25 Do you see that?

1 A. Yes.

2 Q. So Mr. Isaac did not have any comments on the  
3 licensing agreement; correct?

4 A. That's right.

5 Q. Did you have any comments on the licensing  
6 agreement?

7 A. I'm not an expert on licensing agreement, so I  
8 depend on these people.

9 Q. Okay. So you did not make any comments on the  
10 licensing agreement?

11 A. I didn't make any comments.

12 Q. Okay. Did Mr. Early make any comments on the  
13 licensing agreement?

14 A. I wouldn't know.

15 Q. Okay. Did anyone -- do you know whether anyone  
16 at Larkin provided comments on the licensing agreement?

17 A. It would just be Mark, the lawyer, and us.

18 Q. Okay.

19 A. We didn't dilute it at that point, because we  
20 wanted to get it going quickly.

21 Q. Did Mr. -- was -- did anyone send the draft of  
22 the licensing agreement to Mr. Gonzalez?

23 A. I don't think so.

24 Q. Okay. So you -- sitting here today, you don't  
25 have a recollection if Mr. Gonzalez provided comments on

CERTIFICATE OF REPORTER

STATE OF FLORIDA:

COUNTY OF MIAMI-DADE:

I, VANESSA OBAS, RPR, Notary Public, State of Florida, certify that I was authorized to and did stenographically report the deposition of SANDRA SOSA-GUERRERO; that a review of the transcript was requested; and that the foregoing transcript, pages 7 through 260, is a true and accurate record of my stenographic notes.

I further certify that I am not a relative, employee, or attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorneys or counsel connected with the action, nor am I financially interested in the action.

DATED this 7th day of October, 2022.



VANESSA OBAS, RPR